

UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner:

Group:

Attorney Docket #.: 3437

In re:

Applicant(s): KRAENZLER, E., et al

Serial No.: 10/564,668

Filed: 01/13/2006

For: TOOL HOLDING DEVICE

RENEWED REQUEST FOR STATUS UNDER 37 CFR 1.42

April 25, 2007

Honorable Commissioner of
Patents and Trademarks
Washington, D.C. 20231

Attention: Bryan Lin, PCT Legal Examiner
PCT Legal Office

Reference is made to the Decision dated February 9, 2007.

The said Decision indicates that the Declaration filed January 13, 2006 is not executed by the legal representative of the deceased inventor.

Additionally, it has been noted that the Declaration lists two inventors, Christof Hoelzl and Johann Huber who are not listed in the published international application.

It has been indicated that none of the requirements of 37 CFR 1.497(d) have been satisfied in this respect.

Applicant now submits herewith a Declaration for the subject PCT application executed by the inventors other than the deceased Markus Heckmann on their own behalf and on behalf of the deceased inventor, Markus Heckmann, and his legal representative Kirsten Heckmann residing at and whose postal address is Joh.-Seb.-Bach-Strasse 34, D-70771 Leinfelden-Echteidingen, Germany, a citizen of Germany.

It is noted that Kirsten Heckmann, the legal representative of Markus Heckmann, deceased, is refusing to execute the subject application.

It is further noted that on August 29, 2006 a letter was sent with enclosures to Mrs. Markus Heckmann at her address of record via FedEx requesting signature as the legal representative of her deceased husband.

Further attached hereto is the FedEx receipt for the transmission of the letter with enclosures.

No documents have been received because Kirsten Heckmann is refusing to execute any documents on behalf of her deceased husband.

Further attached hereto in this respect is a statement of Kirsten Heckmann indicating that she is refusing to sign any documents on behalf of her deceased husband.

Accordingly, acceptance of the Declaration pursuant to the provisions of Rule 47 are respectfully requested.

It is further noted that the Declaration lists two inventors were not listed in the published international application.

37 CFR 1.497(d) indicates that if the oath of declaration, names an inventive entity different from the inventive entity set forth in the international application, the Declaration must be accompanied by a statement from each person being added as an inventor, that any error in inventorship in the international application occurred without deceptive intent. A consent of the assignee is further required.

Applicant now submits herewith a Declaration of the inventors together with a Consent on behalf of the assignee.

Acceptance of the subject application is now respectfully requested.

Respectfully submitted,

/ Michael J. Striker /

Michael J. Striker
Attorney for Applicant
Reg. No.: 27233
103 East Neck Road
Huntington, New York 11743

DECLARATION AND POWER OF ATTORNEY FOR NATIONAL STAGE OF PCT PATENT APPLICATION

As a below-named inventor, I hereby declare that:

Ernst KRAENZLER
 Peter STIERLE
 Albrecht HOFMANN
 Juergen WIKER
 Harald KRONDORFER
 Markus HECKMANN
 Joachim SCHADOW
 Sinisa ANDRASIC
 Thomas SCHOMISCH
 Christof HOELZL
 Johann HUBER

Each of us on our own behalf and on behalf of the deceased inventor Markus HECKMANN, and his legal representative Kersten HECKMANN, residing at and whose Postal Address is Joh.-Seb.-Bach-Strasse 34, D-70771 Leinfelden-Echterdingen, Germany, a citizen of Germany

My residence, post office address and citizenship are as stated below next to my name. I believe I am the original, first and sole inventor (if only name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **TOOL HOLDING DEVICE** in specification of which was filed as PCT International Application number PCT/EP 2004/002131 filed on September 24, 2004.

I hereby state that I believe the named inventor or inventors in this Declaration to be the original and first inventor or inventors of the subject matter which is claimed and for which a patent is sought.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119(a)-(d) or Section 365 (b) of any foreign application(s) for patent or inventor's certificate, or Section 365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed.

Prior Foreign applications:

103 52 288.3
 Number

Germany
 Country

NOVEMBER 8, 2003
 Date Filed

Priority Claimed:

X
 Yes

No

As a named inventor, I hereby appoint the following attorney to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:


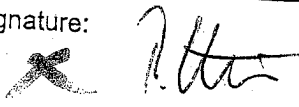
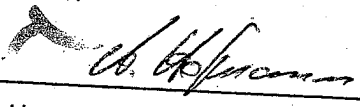
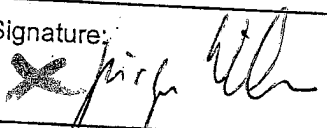
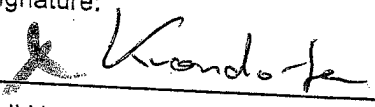

Michael J. Striker, Reg. No. 27233



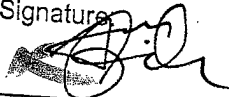



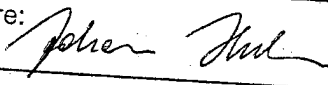


Direct all telephone calls to Striker, Striker & Stenby at telephone no.: (631) 549 4700 and address and all correspondence to:

STRIKER, STRIKER & STENBY
 103 East Neck Road
 Huntington, New York 11743
 U.S.A.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statement may jeopardize the validity of the application or any patent issued thereon.

Each of us on our own behalf and on behalf of the deceased inventor Markus HECKMANN, and his legal representative, Kersten HECKMANN.

Signature: 	Date: 13.11.2006	Residence and Full Postal Address: Oberlinstrasse 14 DE-70771 Leinfelden-Echterdingen Germany
Full Name of First or Sole Inventor: Ernst KRAENZLER	Citizenship: GERMAN	
Signature: 	Date: 25.03.06	Residence and Full Postal Address: Liebenaustrasse 47 DE-71111 Waldenbuch Germany
Full Name of Second Inventor: Peter STIERLE	Citizenship: GERMAN	
Signature: 	Date: 11-03-06	Residence and Full Postal Address: Seilerstrasse 11/1 DE-71144 Steinbronn Germany
Full Name of Third Inventor: Albrecht HOFMANN	Citizenship: GERMAN	
Signature: 	Date: 20.10.06	Residence and Full Postal Address: J.W. 20.10.06 Kleine Obergasse 16/2 DE-70771 Leinfelden-Echterdingen Germany 36 Quishi Road Xi Hu District 310013 Hangzhou PR. China
Full Name of Fourth Inventor: Juergen WIKER	Citizenship: GERMAN	
Signature: 	Date: 10-4-06	Residence and Full Postal Address: 1800 West Central Road Mt. Prospect, IL 60056 USA 2040 CHADWICK WAY MUNDELEN, IL 60060 USA
Full Name of Fifth Inventor: Harald KRONDORFER	Citizenship: GERMAN	
Signature: 	Date: 7/11/06	Residence and Full Postal Address: Echterdingerstrasse 12 DE-72135 Dettenhausen Germany
Full Name of Sixth Inventor: Joachim SCHADOW	Citizenship: GERMAN	

Signature: 	Date:  2006-11-08	Residence and Full Postal Address: Friedrich-Hoelderlin-Weg 25 DE-71101 Schoenaich Germany
Full Name of Seventh Inventor: Sinisa ANDRASIC	Citizenship: GERMAN	
Signature: 	Date:  2006/09/25	Residence and Full Postal Address: Neuffener Weg 56 DE-70794 Filderstadt Germany
Full Name of Eighth Inventor: Thomas SCHOMISCH	Citizenship: GERMAN	
Signature: 	Date: 	Residence and Full Postal Address: Innhoeft 5 A-6134 Vomp Austria
Full Name of Ninth Inventor: Christof HOELZL	Citizenship: AUSTRIAN	
Signature: 	Date: 08 / 25 / 2006	Residence and Full Postal Address: Winkl 373 Wittberg 1 A-6233 Kramsach Austria
Full Name of Tenth Inventor: Johann HUBER	Citizenship: AUSTRIAN	
Signature: 	Date: 	Residence and Full Postal Address: Joh.-Seb. Strasse 34 D-70771 Leinfelden-Echterdingen, Germany
Full Name of Eleventh Inventor: Markus HECKMANN	Citizenship: GERMAN	
Signature:	Date:	Residence and Full Postal Address:
Full Name of Twelfth Inventor:	Citizenship:	
Signature:	Date:	Residence and Full Postal Address:
Full Name of Thirteenth Inventor:	Citizenship:	
Signature:	Date:	Residence and Full Postal Address:
Full Name of Fourteenth Inventor:	Citizenship:	

25.08.2006/JH

DECLARATION AND POWER OF ATTORNEY FOR NATIONAL STAGE OF PCT PATENT APPLICATION

As a below-named inventor, I hereby declare that:

Ernst KRAENZLER
 Peter STIERLE
 Albrecht HOFMANN
 Juergen WIKER
 Harald KRONDORFER
 Markus HECKMANN
 Joachim SCHADOW
 Sinisa ANDRASIC
 Thomas SCHOMISCH
 Christof HOELZL
 Johann HUBER

Each of us on our own behalf and on behalf of the deceased inventor Markus HECKMANN, and his legal representative Kersten HECKMANN, residing at and whose Postal Address is Joh.-Seb.-Bach-Strasse 34, D-70771 Leinfelden-Echterdingen, Germany, a citizen of Germany

My residence, post office address and citizenship are as stated below next to my name. I believe I am the original, first and sole inventor (if only name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **TOOL HOLDING DEVICE** in specification of which was filed as PCT International Application number PCT/EP 2004/002131 filed on September 24, 2004.

I hereby state that I believe the named inventor or inventors in this Declaration to be the original and first inventor or inventors of the subject matter which is claimed and for which a patent is sought.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119(a)-(d) or Section 365 (b) of any foreign application(s) for patent or inventor's certificate, or Section 365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed.

Prior Foreign applications:

103 52 288.3
 Number

Germany
 Country

NOVEMBER 8, 2003
 Date Filed

Priority Claimed:

X
 Yes No

As a named inventor, I hereby appoint the following attorney to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Michael J. Striker, Reg. No. 27233

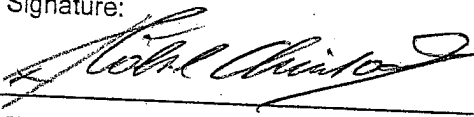
Direct all telephone calls to Striker, Striker & Stenby at telephone no.: (631) 549 4700 and address and all correspondence to:

STRIKER, STRIKER & STENBY
 103 East Neck Road
 Huntington, New York 11743
 U.S.A.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statement may jeopardize the validity of the application or any patent issued thereon.

Each of us on our own behalf and on behalf of the deceased inventor Markus HECKMANN, and his legal representative, Kersten HECKMANN.

Signature:	Date:	Residence and Full Postal Address: Oberlinstrasse 14 DE-70771 Leinfelden-Echterdingen Germany
Full Name of First or Sole Inventor: Ernst KRAENZLER	Citizenship: GERMAN	
Signature:	Date:	Residence and Full Postal Address: Liebenastrasse 47 DE-71111 Waldenbuch Germany
Full Name of Second Inventor: Peter STIERLE	Citizenship: GERMAN	
Signature:	Date:	Residence and Full Postal Address: Seilerstrasse 11/1 DE-71144 Steinbronn Germany
Full Name of Third Inventor: Albrecht HOFMANN	Citizenship: GERMAN	
Signature:	Date:	Residence and Full Postal Address: Kleine Obergasse 16/2 DE-70771 Leinfelden-Echterdingen Germany
Full Name of Fourth Inventor: Juergen WIKER	Citizenship: GERMAN	
Signature:	Date:	Residence and Full Postal Address: 1800 West Central Road Mt. Prospect, IL 60056 USA
Full Name of Fifth Inventor: Harald KRONDORFER	Citizenship: GERMAN	
Signature:	Date:	Residence and Full Postal Address: Echterdingerstrasse 12 DE-72135 Dettenhausen Germany
Full Name of Sixth Inventor: Joachim SCHADOW	Citizenship: GERMAN	

Signature:	Date:	Residence and Full Postal Address: Friedrich-Hoelderlin-Weg 25 DE-71101 Schoenaich Germany
Full Name of Seventh Inventor: Sinisa ANDRASIC	Citizenship: GERMAN	
Signature:	Date:	Residence and Full Postal Address: Neuffener Weg 56 DE-70794 Filderstadt Germany
Full Name of Eighth Inventor: Thomas SCHOMISCH	Citizenship: GERMAN	
Signature: 	Date: 06 Sep. 2006	Residence and Full Postal Address: Innhofe 5 A-6134 Vomp Austria
Full Name of Ninth Inventor: Christof HOELZL	Citizenship: AUSTRIAN	
Signature:	Date:	Residence and Full Postal Address: Winkl 373 A-6233 Kramsach Austria
Full Name of Tenth Inventor: Johann HUBER	Citizenship: AUSTRIAN	
Signature:	Date:	Residence and Full Postal Address: Joh.-Seb. Strasse 34 D-70771 Leinfelden-Echterdingen, Germany
Full Name of Eleventh Inventor: Markus HECKMANN	Citizenship: GERMAN	
Signature:	Date:	Residence and Full Postal Address:
Full Name of Twelfth Inventor:	Citizenship:	
Signature:	Date:	Residence and Full Postal Address:
Full Name of Thirteenth Inventor:	Citizenship:	
Signature:	Date:	Residence and Full Postal Address:
Full Name of Fourteenth Inventor:	Citizenship:	

August 29, 2006

Mrs. Markus Heckmann
Joh.-Seb.-Bach-Str. 34
D-70771 Leinfelden-Echterdingen
Germany

Via Fed Ex

**Re: U.S. Patent Application
Serial No. 10/564,668
Inv.: HOFMANN, A., et al
Our Ref.: R. 305252/3437**

Dear Mrs. Heckmann:

Your late husband, Markus Heckmann, is named as one of the inventors in the subject United States patent application.

This firm has been entrusted with the filing and prosecution of a United States patent application for the invention in which your husband participated which relates to the invention also disclosed in PCT/DE2004/002131.

I now enclose herewith a complete copy of the subject application as filed with the United States Patent and Trademark Office, as well as a copy of the German language text.

The English language text is a literal translation of the German language text.

As your husband Markus Heckmann is deceased and since you are the legal representative of his estate, we ask that you kindly read the application as filed and thereafter sign and date the declaration attached thereto, and return same to us for filing with the United States Patent and Trademark Office.

Also enclosed is an Assignment form which officially transfers the interest in the invention to Robert Bosch GmbH. This document should also be signed and

Markus Heckmann
August 29, 2006
Page 2

dated by you where indicated. The documents may be returned to us via fax, email or air mail.

Please consider this matter as urgent.

We appreciate your cooperation.

Very truly yours,

Michael J. Striker

MJS/tlf

enclosure

From: Origin ID: FRGA (631) 549-4700
m js
Striker Striker & Stenby
103 EAST NECK RD

HUNTINGTON, NY 11743
UNITED STATES



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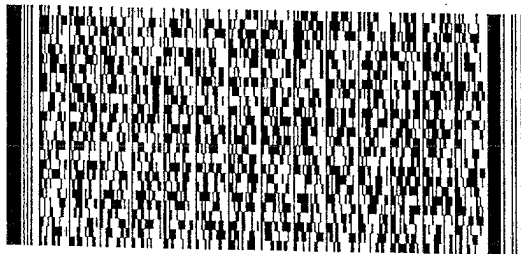
BILL SENDER

Mrs. Markus Heckmann

JOh.-Seb.-Bach-Str. 34

Leinfelden-Echterdin, 70771

DE



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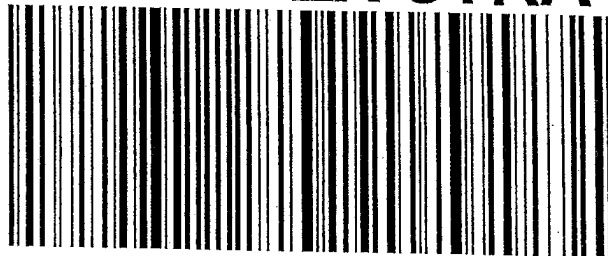
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The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. **AIR CARRIAGE NOTICE.** For any international shipments by air, the Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. 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For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. **LIMITATION OF LIABILITY.** If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **LIABILITIES NOT ASSUMED.** IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTY.** We make no warranties, express or implied. **CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS.** The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. **MANDATORY LAW.** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, **FEDERAL EXPRESS CORPORATION**, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

MA



Kerstin Heckmann
Johann-Sebastian-Bach-Str. 34

Leinfelden, 19.09.2005

70771 Leinfelden-Echterdingen

Robert Bosch GmbH
Postfach 10 01 56

305 223 45

70745 Leinfelden-Echterdingen

Patente – Markus Heckmann

Sehr geehrte Damen und Herren,

hiermit erkläre ich, dass ich das Erbe meines verstorbenen Mannes,
Herrn Markus Heckmann, ausgeschlagen habe und keinerlei Aussagen
zu seinen Angelegenheiten mache.

Mit freundlichen Grüßen

Kerstin Heckmann

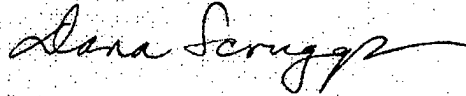
Kerstin Heckmann

November 7, 2005

DECLARATION

The undersigned, Dana Scruggs, having an office at 8902B Otis Avenue, Suite 204B, Indianapolis, Indiana 46216, hereby states that she is well acquainted with both the English and German languages and that the attached is a true translation to the best of her knowledge and ability of Heckmann letter.

The undersigned further declares that the above statement is true; and further, that this statement was made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any patent resulting therefrom.

A handwritten signature in cursive script, reading "Dana Scruggs", written in dark ink.

Dana Scruggs

Kerstin Heckmann
Johann-Sebastian-Bach-Str. 34

70771 Leinfelden-Echterdingen

Leinfelden, 09/19/2005

Robert Bosch GmbH
Postfach 10 01 56

70745 Leinfelden-Echterdingen

305 223 45

Patents - Markus *Heckmann*

Dear Sir/Madam:

I hereby declare that I have disclaimed the inheritance of my deceased husband, Mr. Markus Heckmann, and make no claims on his matters.

Sincerely,



Kerstin Heckmann

305 252

DECLARATION

We, Christof Hoelzl and Johann Huber, hereby declare as follows:

We are two of the named inventors in United States Patent Application Serial No. 10/564,668, which is the entry into the National Phase of PCT Application PCT/DE2004/002131.

We herewith state that any error in inventorship in the international application recited above occurred without deceptive intent on our part.

We further state that the failure to name us as inventors in the above mentioned international application was erroneous and that any such error occurred without deceptive intent.

We further state that we wish to be added as inventors to Application Serial No. 10/564,668.

We hereby declare that all statements made herein of our own knowledge are true and that all statements on information and belief are believed to be true; and further that those statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 04/02/2007

Dated: 03/23/2007



Christof Hoelzl



Johann Huber